

Essex CSD Essex EA

7/1/2006 6/30/2007

**MASTER CONTRACT  
AGREEMENT**

**BETWEEN**

**THE BOARD OF DIRECTORS  
ESSEX COMMUNITY SCHOOL DISTRICT  
111 FORBES STREET  
ESSEX, IOWA**

**AND**

**THE ESSEX EDUCATION ASSOCIATION**

**JULY 1, 2006 THROUGH JUNE 30, 2007**

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## **ARTICLE 1: PREAMBLE**

Whereas, the Board and the Association recognize and declare that providing a quality education for the students of the Essex Community School District is their mutual desire and that the character of such education depends in large measure upon the quality and morale of the teaching service, it shall be the mutual aim of the parties to this agreement to improve conditions for the benefit of the teachers, as required under the express provisions of this agreement.

Whereas, the members of the teaching profession are particularly qualified to assist in developing programs designed to improve education services, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

## **ARTICLE 2: RECOGNITION**

### **A. Unit**

The Board hereby recognizes the Essex Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 121) issued by the PERB on the 19th day of May, 1975, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Directors of the Essex Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

**Included:** All professional certified employees, including classroom teachers, librarians, nurses and guidance counselors.

**Excluded:** Superintendent, principals, all non-professional employees and all others excluded by Section 4 of the Iowa Public Employment Relations Act of 1974.

### **B. Definitions**

1. The term "Board", as used in this agreement, shall mean the Board of Directors of the Essex Community School District or its duly authorized representatives.
2. The term "employee", as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this agreement, shall mean the Essex Education Association or its duly authorized representatives or agents.

### **ARTICLE 3: PROCEDURE FOR NEGOTIATIONS**

#### **A. Mutual Commitment To Good Faith Negotiations**

The parties involved in the negotiations agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. During the course of negotiations, the parties agree to make proposals and counter proposals. Articles tentatively agreed shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

#### **B. Requests for Meetings**

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the President of the Board or his/her designated representative.

Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be necessary to complete an agreement.

#### **C. Negotiation Teams**

Neither party in any negotiation shall have control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter proposals and to reach tentative agreement on items being negotiated.

#### **D. Access to Information**

The Association shall be furnished on request prepared information concerning the financial condition of the school including, but not limited to, annual financial report and adopted budget. In addition, the Board or its representative will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

### **ARTICLE 4: IMPASSE PROCEDURES**

Impasse procedures and proceedings shall be identical to those promulgated by Chapter 20, Code of Iowa, as currently amended, and other applicable state mandates.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **A. Definitions**

#### **1. Grievance**

A "Grievance" is a claim by an employee, a group of employees, or the Association, that there has been a violation, a misinterpretation, or misapplication of any provision of this agreement.

#### **2. Aggrieved Person**

An "Aggrieved Person" is the person or persons or the Association making the complaint.

#### **3. Party in Interest**

A "Party in Interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **C. Procedure**

#### **1. Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

#### **2. Year-End Grievance**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his/her building principal or immediate supervisor, within five (5) school days of the occurrence of the event giving rise to the grievance, either directly or with the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule 1. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee.

The filing of the formal written grievance at the second level must be within fifteen (15) calendar days after the Level One (1) discussion has taken place.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three (3).

5. Level Three - Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of the grievance, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

6. Level Four - Arbitration

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

- (b) If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days of receipt of the Level Three (3) decision.
- (c) Within ten (10) school days after written notice to the Superintendent or submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to service. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional day to remove one from the remaining names. The person whose name remains shall be the arbitrator.
- (d) The arbitrator so selected shall confer with the Superintendent and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. It shall be the duty of the arbitrator to interpret the contract and make a lawful decision. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding on the parties.
- (e). The costs for all services concerning arbitration shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

#### **D. Rights of Employees to Representation**

##### **1. Employees and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present at all levels as a party at interest, at the option of the aggrieved employee, and shall have the right to grieve any adjustment of the employee's complaint if such an adjustment is a violation, misinterpretation, or misapplication of any provision of this agreement.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest or any participant in the grievance procedure by reason of such participation.

3. Released Time

When it is mutually deemed necessary for an aggrieved person or an Association representative to meet regarding a grievance during the work day, said aggrieved person and representative shall be released without loss of compensation.

**E. Miscellaneous**

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three (3). The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Level One (1) which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two (2) and Three (3) of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four (4) shall be in accordance with the procedures set forth in the section on arbitration.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

5. Time Limitations and Related Factors

(a) The failure of a teacher (or, in the event of any appeal to arbitration, the

Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(b) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher, or parties in interest, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher, or of the teaching staff or the parties in interest.

(c) If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this agreement, the School District, Board or Administration shall not be required to process the same claim or set of facts through the grievance procedure.

#### 6. Just Cause

No employee shall be discharged except for just cause. A grievance filed concerning a discharge shall begin at Level Three (3) of the grievance process. Should a state law take effect during the term of this contract establishing a process by which questions of teacher discharge are submitted for final decision to a neutral third party, this section shall become null and void.

## **ARTICLE 6A: EMPLOYEE RIGHTS**

- A. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere or provided by law.
- B. Public employees shall have the right to:
  - 1. Organize, or form, join, or assist any employee organization.
  - 2. Negotiate collectively through representatives of their own choosing.
  - 3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by law.
  - 4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.
- C. The Board may consult with employees on any new or modified fiscal, budgetary or tax program, construction programs, revisions of educational policy, or personnel policies, rules or regulations, which are proposed or under consideration and the employees shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. An agenda shall be provided to the designated Association member twenty-four (24) hours prior to the board meeting.

## **ARTICLE 6B: BOARD RIGHTS**

The Board shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to:

- 1. Direct the work of its public employees.
- 2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the school district.
- 3. Suspend or discharge public employees for proper cause.
- 4. Maintain the efficiency of governmental operations.
- 5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- 6. Determine and implement methods, means, assignments and personnel by which the school district's operations are to be conducted.
- 7. Take such actions as may be necessary to carry out the mission of the school district.

## **ARTICLE 7: ASSOCIATION RIGHTS**

### **A. Use of Facilities**

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use. The Superintendent or his/her designee shall be notified of the time and place of meetings, in writing.

### **B. Communications**

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements related to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit. The Superintendent or his/her designee shall receive, one day in advance, a copy of all materials to be disseminated through school channels.

### **C. Access to Members**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. However, any person not employed by the Board, regardless of affiliation, shall first report to the office personnel in charge of the building in which they wish to transact business as to their presence and the nature of their business.

### **D. Board Meetings**

An agenda shall be provided to the designated Association member forty-eight (48) hours prior to a Board meeting.

### **E. Exclusive Rights**

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent a teacher's organization.

## **ARTICLE 8: PAYROLL DEDUCTIONS**

- A. Upon appropriate written authorization from an employee, the Board shall deduct from the salary of any employee and make appropriate remittance for organizational dues, annuities, credit union(s), savings bonds, charitable donations, insurances, or any other plans or programs jointly approved by the Association and the Board. Written authorization for payroll deductions shall be provided by the employee in each instance and presented to the Superintendent for transmittal to the Board Secretary.
- B. The Association agrees to hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the proper application of the provisions of Paragraph A, above.

## **ARTICLE 9: WAGES AND SALARIES**

### **A. Schedule**

The salary of each employee covered by the regular salary schedule for the 2006-2007 School year is set forth in Schedule 2, which is attached hereto and made a part thereof.

It is understood and agreed to by both parties that this schedule contains 2006-2007 Phase I gross salary funds and 2006-2007 Phase II gross salary I funds (with the exception of \$23,000 minimum salary Phase I funds). It is further understood and agreed by both parties that these amounts constitute the entire amount of Phase I and Phase II HF 499 funds expected to be received by the district which are not allocated toward the district's share of IPERS and FICA on Phase I and Phase II salaries paid or forwarded to receiving school districts to accompany students tuitioned out of the district or who leave the school district under the provisions of the "Open Enrollment" law.

It is further understood and agreed to by both parties that in the event that the State of Iowa determines to no longer fund HF 499 in its current form or in a form designed to replace HF 499, the salary schedule will be revised to remove the above indicated dollars. Such revision will be accomplished by subtracting the amount of Phase I and Phase II funds designated in each cell of the salary schedule.

It is further understood and agreed to by both parties that in the event that employees move horizontally on the salary schedule after the date of original contract acceptance during the 2006-2007 school year, the Superintendent shall recalculate the actual amount of Phase I and Phase II funds utilized to fund the salary schedule. In the event that the total amount of Phase I and Phase II funds utilized to fund the salary schedule exceeds the actual amount of Phase I and Phase II funds generated during the 2006-2007 school year, that amount will be deducted from the ensuing year's calculation of the amount of HF 499 funds to be incorporated into the salary schedule.

### **Placement on Salary Schedule - Credit for Experience**

Upon initial employment, an employee may be granted full credit for teaching experience in a duly accredited school.

### **B. Advancement on Salary Schedule**

#### **1. Increments**

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

## 2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Eligible step shall be defined to include a maximum of one horizontal step and one vertical step and will allow advancement to the career increment provided that the employee has sufficient hours and years of experience to warrant the move.

In order to be advanced to a higher educational lane, an employee must request such advancement in writing and present proof of satisfactory completion of the requisite number of additional college hours, in the form of an official transcript, to the Superintendent of Schools, no later than thirty (30) days after the beginning of the semester for which he/she requests pay adjustment and such pay adjustment shall be retroactive to the beginning of that semester. Such hours of credit beyond the baccalaureate degree may be either at the undergraduate or graduate level.

## 3. Placement on Salary Schedule

All employees shall advance one step on the salary schedule unless they have reached the maximum step in their educational preparation lane.

## 4. Career Increments

Employees who reach the maximum experience step in their educational preparation lane shall receive an annual career increment equal to 6.0% plus \$500 of their educational lane base.

The amount of the career increment shall be added to the amount the employee would normally be entitled to on the salary schedule and the total amount shall be the annual salary of the employee.

## C. Method of Payment

### 1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) day of each month. Employees shall receive their checks at their regular building and on regular school days.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

3. Summer Checks

Summer checks shall be mailed to the address designated by each employee.

4. Final Pay

Each employee shall have the option of receiving the balance of his/her earned contracted salary on the last pay period of the in-school work year.

**D. Extra Assignment and Extended Contract Rate**

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this agreement. Any employee whose assignment exceeds the regular employee work year, or the normal employee hours and load, will be additionally compensated as follows:

The extended work year will be compensated for at a per diem rate.

An extended load or hours will be compensated for on a pro-rated portion of the per diem rate.

**E. Determination of Salary of School Nurse**

The annual salary of the school nurse shall be increased or decreased each school year by a percentage equivalent to the total package percent increase or decrease negotiated for the faculty.

## ARTICLE 10: SUPPLEMENTAL PAY

### A. Extra-Curricular Activities

#### 1. Approved Activities

The extra-curricular activities listed in Schedule 3 are official school sponsored activities and are covered by the Essex Community School District's liability insurance.

#### 2. Rates of Pay

Employees who are directed and assigned to coach, direct, sponsor, teach or be in charge of the extra-curricular activities enumerated in Schedule 3 shall be compensated according to the rate of pay set forth in Schedule 3, which is attached and made part thereof.

#### 3. Passes

All employees shall be entitled to a pass to all extra-curricular activities sponsored by the school district at Essex, with the exception of fund-raising activities of individual classes or organizations.

## ARTICLE 11: INSURANCE

### A. Types

For full-time employees, the district will pay to the insurance carrier \$486.00 per month for single health and major medical insurance coverage or \$834.00 per month for family health and major medical insurance coverage, in the event that an employee is married and/or has dependent children, for those employees who choose to participate in one of the district-sponsored health and major medical insurance programs.

It shall be the option of each full-time employee to either participate in one of the district-sponsored health and major medical insurance programs or not. However, in the event that a full-time employee does not choose to participate in one of the district-sponsored health and major medical insurance programs, that employee will not be entitled to any other form of compensation in lieu of the district-contributed dollars which would have been paid to the insurance carrier for health and major medical insurance premiums, had the employee chosen to participate.

In the event that the actual premium is less than the amount stipulated above, the difference shall be applied to a Tax Sheltered Annuity of the employee's choice or toward the premiums of one of the district-sponsored dental insurance programs. It shall be the responsibility of the affected employee to provide the necessary information to the Board Secretary to initiate such Tax Sheltered Annuity in a timely manner.

In the event that the actual premium is greater than the amount stipulated above, an amount equal to the difference will be deducted from each affected employee's annual gross salary. Such payroll deductions will be made on a monthly basis, beginning in the calendar month preceding the month for which coverage is provided.

For part-time employees, the amount that the district will pay to the insurance carrier for health and major medical insurance will be prorated according to the percentage of full-time that the part-time employee is employed. For example, if an employee is employed for twenty five percent (25%) time, the amount that the district will pay to the insurance carrier will be twenty five percent (25%) of the amount stipulated in Paragraph 1 above. However, due to the fact that part-time employees may not realistically be able to carry a district-sponsored health and major medical insurance plan or may be covered by another group insurance plan, part-time employees shall have the option of having their prorated health and major medical insurance dollars applied to a Tax Sheltered Annuity of their choice. If such option is chosen, it shall be the responsibility of the affected employee to provide the necessary information to the Board Secretary to initiate such Tax Sheltered Annuity in a timely manner.

It is understood and agreed to by both parties that the district will implement a Section 125 Agreement with the Internal Revenue Service, which will allow employees to deduct the amount of their insurance contribution from their gross salary.

**B. Coverage**

The Board-provided insurance program shall be for twelve (12) consecutive months, coinciding with the effective dates of the Master Contract. Employees new to the district shall be covered by Board-provided insurance no later than one (1) month after initial employment. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Medicare premiums will be paid on behalf of the employee, if applicable.

**C. Descriptions**

The insurance carrier shall provide each employee with a description of the insurance coverage provided herein within twenty (20) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The insurance carrier will be responsible for providing insurance information in the form of applications and enrollment meetings.

**D. Continuation**

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.

**E. Selection of Carriers**

All insurance program carriers shall be selected by the Board. The open enrollment period shall be jointly established by the Board, the Association and the insurance carrier, including opportunities for summer pre-enrollment and fall open enrollment.

**F. Plans to be Offered in 2006-2007:**

The medical plans to be offered shall meet all specifications as described in the description of benefits booklets provided by Wellmark Blue Cross Blue Shield of Iowa/ISEBA for the 2005-2006 fiscal year. Not all levels may be available if sufficient numbers are not enrolled in each plan. Selection of the available plans will be made in consultation with Essex Education Association. For the 2006-2007 school year the available plans will be PPO 250 and PPO 500 with 10/20 Rx copay.

1. Wellmark/ISEBA Midlands Choice PPO 250, including Wellness, Medical, and Prescription Drugs.
2. Wellmark/ISEBA Midlands Choice PPO 500, including Wellness, Medical, and Prescription Drugs.

## **ARTICLE 12: SICK LEAVE**

### **A. Accumulative Benefits**

All employees new to the district shall be entitled to a minimum of ten (10) sick leave days as of the first official day of said school year. This number of days shall be increased by one (1) day per year for each succeeding year of employment until the employee is receiving fifteen (15) sick leave days per year. Unused sick leave days shall be accumulated from year to year with a maximum limit of one hundred eighty (180) days.

An employee absent due to personal illness or injury shall, if requested by the Superintendent, furnish to the Superintendent such reasonable evidence as the Superintendent may desire confirming the necessity for such absence.

An employee returning to work from a sick leave shall, if requested by the Superintendent, furnish to the Superintendent such reasonable evidence as the Superintendent may desire that the employee is physically and mentally able to return to active employment.

When an employee has exhausted all paid accumulated sick leave benefits and is still unable to return to work, he or she shall be granted a leave of absence without pay until the end of the current contract year and all insurance benefits shall be continuously paid by the district until the end of the current contract year, provided that the employee has furnished the Superintendent with acceptable medical evidence that he or she is unable to return to work.

In the event that any medical evidence is requested by the Superintendent, the employee may choose a doctor of his or her choice to provide the medical evidence. Any medical fee incurred for furnishing such medical evidence as required above will be paid by the district, unless such evidence proves that the employee is physically and/or mentally able to return to work.

If an employee seeks and is granted a leave of absence under the provisions of the above paragraph for a period in excess of sixty (60) working days, that employee will not be credited with a year of teaching seniority nor will that employee be entitled to move forward one step on the salary schedule for the following school year.

### **B. Notification of Accumulation**

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than ten (10) days after a written request by an employee is received by the Superintendent.

**C. Job Related Injury**

In the event of a job related injury, the employee shall have the option of receiving worker's compensation benefits and the difference between those benefits and the employee's net salary, in which case sick leave will be charged against the employee for each day absent. If this option is chosen, it shall be in effect until sick leave accumulation is depleted. If the employee does not choose this option the employee shall receive only workers' compensation benefits and shall not be charged with any sick leave. The Superintendent or his/her designee shall inform the employee of these options at the time of the occurrence.

## **ARTICLE 13: TEMPORARY LEAVES**

### **A. Personal Leave**

#### **1. Definition:**

Personal leave is any temporary leave of absence by any employee, used for the express benefit of the employee, at full pay.

#### **2. Approval Requirements**

All requests for personal leave must be made in writing, at least forty-eight (48) hours in advance, to the Superintendent or his/her designee and are subject to the availability of substitutes.

#### **3. Reasons for Disapproval**

The Superintendent or his/her designee may disapprove requests in the case that substitute teachers are not available. Reasonable restrictions will be imposed on personal leave on such days occurring during the first five days of classes, the last five days of classes, or days immediately before and after a vacation period.

#### **4. Entitlement**

Each employee shall be entitled to three (3) personal leave days per school year, as described above. Such personal leave shall not be accumulative from year to year.

#### **5. Requests**

All requests for personal leave shall be made in writing by the employee to the Superintendent or his/her designee, and replies of approval or disapproval from the Superintendent or his/her designee shall be issued on the same calendar day as the receipt of the request, in writing. Requests shall stipulate the units of leave requested, such as a full day or a half day.

### **B. Emergency Personal Leave**

In the event of extreme emergency, an employee may use his/her personal leave days for emergency business. In such cases, the employee must notify the Superintendent or his/her designee prior to departing on such personal leave as to the nature of the emergency. Examples of reason for emergency personal leave are the serious illness, injury or death of a member of the employee's immediate family, as described in Paragraph E, below. Such notification to the Superintendent or his/her designee may be made orally.

**C. Jury Duty Leave**

Any employee called for jury duty shall be provided such time, provided that said employee notifies the Superintendent or his/her designee at least two (2) days in advance to allow time to arrange for a substitute. Any fees or remuneration, except mileage payments, the employee receives during such leave shall be turned over to the general fund of the school district.

**D. Bereavement Leave**

A maximum of ten (10) contracted days of leave per school year may be granted to each employee by the Superintendent or his/her designee in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparents and grandparents-in-law, brother, sister, brother-in-law or sister-in-law. An employee may use one (1) day of the ten (10) bereavement days for each occurrence of aunt, uncle, niece, nephew or cousin. Requests for such leave are to be made to the Superintendent or his/her designee either in writing or orally.

In the event of the death of an employee or student in the Essex Community School District, the Superintendent shall grant to an appropriate number of employees sufficient time to attend the funeral.

**E. Serious Illness in the Immediate Family or the Employee's Spouse's Immediate Family**

An employee may, at his/her option, request leave of absence to attend to serious illness or death and have such leave charged against his/her accumulated sick leave. In the event that any employee chooses this option, the employee must make a request for such leave in writing, to the Superintendent or his/her designee, prior to departing on such leave.

**F. Other Personal Leave**

All absences of employees to attend to personal business not covered in Paragraphs A, B, C, D and E of this article or otherwise granted in writing by the Superintendent or his/her designee shall be subject to a pro-rata deduction in salary.

**G. Professional Leave**

Professional leave is any temporary leave of absence by an employee, to be used for the purpose of the employee gaining information or knowledge which will be used for the express purpose of enhancing the educational program of the school district. Such leave shall be determined at least one (1) week in advance by mutual discussion between the employee and the Superintendent or his/her designee. If it is the decision of the Superintendent or his/her designees that such leave should be granted, it will be granted at full pay with no deduction from any of the employee's leave provisions outlined above in this article or in Article 12.

**H. Association Leave**

The Association shall be granted a sufficient number of days to be used for attendance at the state association meeting by the delegate and alternate. The cost of the substitute teacher(s) shall be paid by the Association and no reduction in salary or accumulated benefits shall apply to persons attending said meetings.

**I. Adoption Leave**

A leave of absence of up to two weeks -- ten (10) school days -- shall be granted to an employee who adopts a child. The employee may elect to use his/her paid sick leave for these days, or he/she may take the days without pay. The employee shall notify the Superintendent or his/her designee in writing of the tentative date of adoption, and when sure of the actual adoption date, shall promptly notify the Superintendent or his/her designee of that date and the days the employee will be absent for that reason.

## **ARTICLE 14: EXTENDED LEAVES OF ABSENCE**

### **A. Association**

A leave of absence without pay of up to two (2) years shall be granted upon request to any employee for the purpose of serving as an officer of the State or National Association.

### **B. Educational Improvement**

A leave of absence without pay of up to one (1) year shall be granted to any employee, upon application, for the purpose of engaging in study relating to professional responsibilities, at an accredited college or university. Such application must be made to the Superintendent on or prior to May 1st of the year in which the next school semester begins to be considered.

### **C. Other**

Other extended leaves of absence without pay, at the discretion of the Board, shall be granted upon written request of the employee.

### **D. Benefits**

While on extended leave under Sections A, B and C above, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave.

## **ARTICLE 15: EMPLOYEE WORK YEAR**

### **A. In-School Work Year**

#### **1. Definition of In-School Work Year**

The In-School Work Year shall include days when pupils are in attendance, orientation days and any other days on which employee attendance is required.

#### **2. Regular Contract**

The In-School Work Year for the normal school year contracted employees shall not exceed one hundred ninety two (192) days.

#### **3. Non-Attendance**

Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

### **B. Holidays**

The regular contract of employees shall include six (6) paid holidays. Such holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and the Monday following Easter Sunday. No employee shall be required to perform duties on any of the above holidays.

### **C. Vacation Periods**

The Board shall provide the following vacation periods:

1. Thanksgiving: Thanksgiving vacation shall include the Friday after Thanksgiving.

2. Winter Break: School will not be in session after December 22; nor shall classes resume before January 3.

## **ARTICLE 16: EMPLOYEE HOURS AND LOAD**

### **A. Workday**

#### **1. Length of Day**

The total in-school workday shall consist of not more than eight (8) hours, which shall include a duty-free lunch period.

#### **2. Arrival and Dismissal Time**

No employee shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day, unless an employee is assigned to job-related duty which requires the employee to remain until a later time, or unless called upon to remain for faculty meetings, personal conferences or other business matters at the request of the Superintendent or his/her designee. In the event that a later time than is stipulated above is required, each employee will be required to remain until his/her responsibilities have been met.

On Fridays or on days preceding holidays or vacations, the employees' day shall end at the close of the pupils' day, with the following exceptions: voluntary assignments or contracted duties. Those teachers responsible shall remain until all students have vacated the area for which the teacher is responsible.

#### **3. Lunch Periods**

Employees shall have a daily, uninterrupted, lunch period of at least twenty-four (24) minutes.

### **B. Break Time**

#### **1. Provision**

Employees shall, in addition to their lunch period, have daily break time during which they shall not be assigned any other duties. The time limit for this break time shall be a minimum of fifty-five (55) minutes per day, not necessarily continuous.

#### **2. Extra Compensation**

In those cases where regular substitutes are not available, regular employees may be assigned as substitutes during their daily break time. Such assigned employees shall be paid at the rate of 1/7th of the per diem rate of the salary schedule base salary (Bachelors degree, no experience) per class covered. Such coverage shall be arranged by the principal of the school in question.

## **ARTICLE 17: ASSIGNMENTS**

### **A. Assignment of Employees**

Each employee shall be given written notice of his salary schedule placement, tentative class and/or subject assignments and tentative room assignments for the forthcoming school year no later than two (2) weeks prior to the end of the in-school work year prior to the new school year. However, the Board and the Superintendent reserve the right to change assignments of employees at any time, if conflicts should arise.

### **B. Assignment Criteria**

Employees shall be assigned to teach only in areas for which they are legally qualified or temporarily endorsed by the State Department of Education.

## **ARTICLE 18: REDUCTION OF STAFF**

### **A. Necessity**

Decisions with respect to staff reduction and areas of the educational program in which reduction will be effected shall be made by the Board. Its decision on these matters shall be final. Reduction of staff may occur because of, but not limited to declining enrollment, change in the nature of the student population, phasing out of a special program, budget limitations or changes in curriculum due to changing needs.

### **B. Consideration**

In the event that the Board decides that it is necessary to reduce staff, it shall attempt to accomplish this through normal retirements, voluntary resignations, and natural occurrences. If the necessary reduction cannot be accomplished by those means, the following procedures shall be followed to meet the needs of the district.

### **C. Procedures**

1. If more than one employee is being considered for termination, those with temporary or emergency certification shall be terminated first.
2. If Paragraph C, 1, above does not apply, the decision of the Board shall determine who is to be terminated after considering the following factors, which are listed in order of priority:
  - a. Competency and effectiveness as determined by the evaluation procedures in effect.
  - b. Length of educational experience, local tenure, and seniority in the Essex Community School District.
  - c. Breadth of certification and experience with particular and various grade level and subject matter areas.

### **D. Recall Provisions**

1. Any teacher terminated pursuant to the need for cutting staff positions will automatically be eligible for recall for a period of one (1) year unless the teacher specifically waives such eligibility in writing.
2. Persons shall be recalled in reverse order of their termination. However, in the event that a teaching position becomes vacant which is not accepted by the person first eligible for recall, certification and not category shall be the factor which shall determine the next eligible person to be recalled.

3. Notice of recall will be given by certified mail to the last known address given to the Board by the employee. If an employee fails to respond within ten (10) calendar days after such certified mail is sent from the local post office, the employee will be deemed to have refused the recall.

**E. Benefits**

Any teacher who is recalled following a termination in accordance with this article shall, upon return to duty, be placed on the salary schedule at the step next highest in value than he or she was placed at the time of departure, provided that the length of time between departure and recall is at least one (1) year in duration.

**F. Categories**

Teachers shall be considered for reduction and recall by categories by grade level and assignment as follows:

**Elementary, K-6:** Self-contained classroom teachers, remedial reading teachers, special education teachers.

**Secondary, 7-12:** Business education teachers, driver education teachers, English/language arts teachers, foreign language teachers, guidance counselors, history/social studies teachers, home economics teachers, industrial arts teachers, mathematics teachers, science teachers, special education teachers.

**System wide, K-12:** Art teachers, instrumental music teachers, physical education teachers, vocal music teachers.

**G. Application of the Seniority Principle**

When application of the criteria stated in Paragraph C, 2, above to two or more employees being considered for termination as part of a reduction in staff results in a finding by the employer that such employees are relatively equal in ability and other qualifications, then the employee(s) with the least seniority shall be the first to be terminated.

As used herein "seniority" shall have reference to the length of continuous full-time service of all employees covered by this agreement.

Seniority as to each employee shall begin to accrue as of the date of signing of each employee's initial contract with the district and shall terminate when such employee resigns, is terminated, retires, or fails to return from an approved leave of absence at the expiration thereof without extenuating circumstances. Determination as to which of two or more employees with the same number of years of continuous full-time employment with the district is the most senior shall be based on dates of signatures

of the initial contract of employment. The most senior of two or more employees with the same hiring date shall be determined by lots.

The board will provide each employee with a seniority list by category and assignment no later than September 30 of each school year.

## **ARTICLE 19: EMPLOYEE EVALUATION**

### **A. Formal Classroom Evaluation**

1. The classroom teaching performance of regular full-time or part-time first or second year classroom teachers shall be formally evaluated a minimum of twice each school year. Beyond their second year of service, classroom teachers will be formally evaluated as deemed practical, possible, and necessary by the administration.
2. Within four (4) weeks after the beginning of the school year, teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be followed during the year. This orientation may be accomplished at a group meeting. Teachers employed after the beginning of the school year shall also be provided this orientation within four (4) weeks after those teachers' first date of employment. No teacher shall be formally evaluated prior to the date that such orientation is provided.
3. Formal evaluations will normally be conducted by the building principal assigned to the building in which the classroom teaching occurs. However, the Superintendent reserves the right to conduct such formal evaluations personally, if deemed to be in the best interests of the school district.
4. Results of all formal classroom observations provided for in Section 1 above shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in class observation of the teacher's performance.
5. The evaluator shall have a conference with the teacher within ten (10) calendar days following any formal classroom teaching observation and prior to the submission of a copy of the written evaluation report of the observation to the Superintendent.
6. Prior to the submission of any written evaluation report to the Superintendent based on formal classroom observations of a teacher, the evaluator shall furnish that teacher with a copy thereof and have a conference with him or her concerning the contents of the report. The teacher's signature shall constitute an acknowledgment by the teacher of receipt of a copy thereof, that the contents have been discussed, and that he or she is aware of its contents. Refusal of a teacher to sign the report shall not preclude its submission to the Superintendent, its inclusion in the personnel file of the teacher, or its subsequent use by the administration in the determination of the quality of the teacher's classroom performance.
7. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation report for inclusion in his or her personnel file.
8. All formal evaluations of classroom teaching performance shall be conducted openly and with full knowledge of the teacher for the purpose of providing the

administration with knowledge of the quality of the teaching performance taking place in the classroom and providing the teacher with opportunities for professional improvement.

9. Paragraph A deals with but a single method of evaluation, i.e. formal evaluation of classroom teaching performance.

**B. Formal Evaluation of Coaches**

1. Employees to whom extra-curricular contracts for coaching have been issued pursuant to Section 279.19A of the Code of Iowa shall be formally evaluated at least twice during their respective coaching seasons.

2. Within four (4) weeks after the beginning of the school year, coaches shall be acquainted by a member of the administrative staff with the evaluation procedures to be followed during the year.

3. Formal evaluations of coaches will be conducted by the secondary principal and/or athletic director.

4. Results of such formal evaluations shall be in writing and copies thereof shall be given to the respective coaches after such evaluations.

5. The evaluator shall have a conference with the coach within ten (10) calendar days following any formal observation of coaching performance and prior to the submission of a copy of the written evaluation report of the observation to the Superintendent.

6. Prior to the submission of any written evaluation report to the Superintendent based on observation of a coach, the evaluator shall furnish that coach with a copy thereof and have a conference with him or her concerning the contents of the report. Both the evaluator and the coach shall sign the evaluation report. The coach's signature shall constitute an acknowledgment by the coach of receipt of a copy thereof, that the contents have been discussed and that he or she is aware of its contents. Refusal of a coach to sign the report shall not preclude its submission to the Superintendent, its inclusion in the personnel file of the coach, or its subsequent use by the administration in the determination of the quality of the coach's performance.

7. The coach shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his or her personnel file.

8. Paragraph B deals with but a single method of evaluation, i.e. formal evaluation of coaching performance for the purpose of providing the administration with knowledge of the quality of the coaching performance and providing the coach with opportunities for professional improvement.

**C. Remediation**

1. In the event that the administration deems it necessary to provide a teacher or coach with assistance to improve the quality of their teaching or coaching performance, as determined as a result of the formal evaluation procedures described above, such remediation activities shall be noted in writing, including the period of time set by the administration for such remedial activities to be concluded.
2. Prior to the beginning of such remediation activities, the Superintendent, appropriate building principal, and athletic director, if appropriate, shall have a conference with the teacher or coach concerning the reasons for the required remediation activities, the remediation activities required by the administration, and the period of time set by the administration for such remediation activities to be concluded. The above information shall be in writing, signed by the administrators and the teacher or coach and a copy thereof provided to the teacher or coach. The teacher's or coach's signature shall constitute acknowledgment by the teacher or coach of receipt of copy thereof. Refusal of a teacher or coach to sign the remediation document shall not preclude its inclusion in the personnel file of the teacher or coach or its subsequent use by the administration in the determination of the quality of the teacher's or coach's performance.
3. Upon the conclusion of the remediation activities provided for above, the administration shall again formally evaluate the teacher or coach as provided in Paragraphs A and B above.

**D. Other Evaluation Procedures**

1. Observed "just cause" situations or faults attributable to a teacher or coach including, but not limited to immorality, ineffective or inappropriate discipline, insubordination, inattention to duty, failure to maintain adequate working relationships and lack of qualification shall be dealt with by the administration as quickly as possible after the occurrence of such situations or faults, on a case-by-case basis. No formal observations shall be required in such instances.
2. Nothing in this Article is to be construed as precluding the evaluation of teachers and coaches by any other means whatsoever as deemed appropriate by the administration of the school district.

**E. Personnel File**

1. Each employee shall have only one (1) personnel file. This file shall contain all documents and information that deal with said employee's evaluation. Only information from this file can be used in the final evaluation of an employee. That file shall be located in the office the Superintendent.

2. Any complaints directed toward an employee which are placed in the employee's personnel file shall be called to the employee's attention in writing.

3. Each employee shall have the right to review the contents of his or her personnel file in a timely manner, upon request to the Superintendent. A representative of the Association, at the employee's request, may be present at the review. Prior to such review, the Superintendent may remove confidential materials from the file. Confidential materials removed shall include only college credentials and letters incidental to initial employment.

4. The employee shall have the right to respond to all remaining materials contained in said file. Such employee's response shall become a part of said file.

5. The employee shall have the right to have reproduced the remaining contents of his or her file. One copy of said contents will be provided at district expense. Any subsequent copies will be provided at the employee's expense.

#### **F. Right To Grieve**

Non-probationary employees who receive evaluations that conclude that their performance is unsatisfactory may grieve those evaluations through Article 5 of this contract.

## **ARTICLE 20: HEALTH AND SAFETY**

### **A. Protection of Employees**

#### **1. Lighting and Cleanliness**

(a) All rooms which are used for purposes of instruction, instructional preparation or for the express use of employees shall be adequately lighted and cleaned. The degree of adequacy of such lighting and cleanliness shall be determined by the Superintendent or his/her designee.

(b) Employees shall ensure that all equipment and materials under their jurisdiction or control which is not immediately needed in the instructional process are stored in proper storage areas, to facilitate the cleaning of rooms and to eliminate hazardous situations.

#### **2. Safety**

(a) All power driven machinery, including mowers, shall be operated at least one hundred (100) yards away from locations where outside classes and extra-curricular activities are being conducted. All such power driven machinery shall be equipped with safety deflectors.

(b) In the event that the school nurse is not available to administer needed emergency first aid or medical attention to an employee, the Board will provide an injured or ill employee with transportation to the nearest hospital or medical facility.

(c) No employee shall be required to search for a bomb or weapons.

#### **3. Physical Examinations**

All physical examinations to the extent required by the Essex Community School District shall be paid in full by the school district. The employees shall have the option of going to the physician of their choice, with the bill to be sent to the Essex Community School District.

## **ARTICLE 21: IN-SERVICE TRAINING**

It is the exclusive right of the administration and the Board to determine the times, locations, and topics of all in-service training sessions. However, the administration may poll the employees periodically to determine special topics of in-service meetings which the employees feel would be beneficial to them.

## **ARTICLE 22: TRANSFER**

### **A. Definition**

The assignment of an employee to a different grade level, subject matter area or building shall be considered a transfer.

### **B. Voluntary Transfers**

Any employee possessing the necessary qualifications may apply for a voluntary transfer to another position and all applications shall be carefully considered by the administration and the Board.

All applications for transfer shall be in writing and shall name the transfer for which the applicant wishes to be considered. Such written applications shall be directed to the Superintendent of Schools.

The granting of such transfers will be based upon the needs of the school district as determined by the administration and the Board.

1. A notice of an opening creating an opportunity to transfer to another position shall be posted in the faculty lounge of each school building within the district when school is in session or a notice provided to each teacher in the system when school is not in session. Such notice shall be given at least ten (10) days prior to the final date when applications must be submitted.
2. The granting of a transfer will be based upon qualifications including:
  - a. Competency and effectiveness as determined by the evaluation procedures in effect.
  - b. Length of educational experience, local tenure, and seniority in the Essex Community School District.
  - c. Breadth of certification and experience with particular and various grade levels and subject matter areas.
3. All applicants will be notified, in writing, when a transfer is approved. In the event that an application is not approved, written reasons for denial will be given to the applicant.
4. In the event that a new teaching position is created within the district, the above transfer procedures shall apply.
5. In the event that an employee is granted a voluntary transfer, that employee shall be ineligible to submit an application for any other transfer during the same in-school work year.

**C. Involuntary Transfers**

Involuntary transfers shall be made upon the needs of the school district as determined by the administration and the Board.

Employees affected by involuntary transfers as determined by the administration and the Board shall be notified of such transfer, in writing, within five (5) school days following the date of the decision to make said transfers.

## **ARTICLE 23: SEPARABILITY CLAUSE AND DURATION**

### **A. Separability**

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The Board and the Association shall enter into immediate negotiations to replace said provisions. The remaining articles, sections and clauses shall remain in full force and agreement.

### **B. Printing Agreement**

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board and the Board shall provide the Association with ten (10) additional copies.

### **C. Notices**

Whenever any notice is required to be given by either of the parties to this agreement to the other party, pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at 111 Forbes Street, Essex, Iowa.
2. If by Board, to Association at 111 Forbes Street, Essex, Iowa

### **D. Finality and Effect of Agreement**

1. This agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.
2. Past practices shall not constitute part of this agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties.
3. The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this agreement. Therefore the Board and the Association each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this agreement.

**E. Duration Period**

This agreement shall be effective as of July 1, 2006. Language and provisions regarding salaries and benefits, including Paragraph B3 of Article 9, in regard to placement on the salary schedule, shall continue in effect until June 30, 2007.


All other language shall begin on July 1, 2006, and continue in effect for a one-year period until June 30, 2007.

**F. Signature Clause**

In witness thereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective negotiators, and their signatures placed thereon, all on the 5th day of April, 2006.

**ESSEX EDUCATION ASSOCIATION**

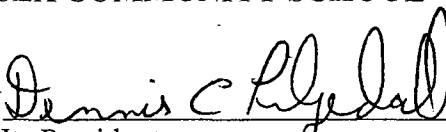
**DISTRICT**

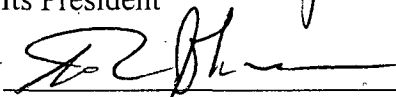
BY   
Its President

BY    
Its Chief Negotiator

**BOARD OF DIRECTORS**

**ESSEX COMMUNITY SCHOOL**

BY   
Its President

BY   
Its Chief Negotiator

**SCHEDULE 1**  
**GRIEVANCE REPORT**

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

Essex Community School District  
\_\_\_\_\_ Building

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

\_\_\_\_\_  
Name of Aggrieved Person

-----  
**LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Date

-----  
E. Disposition by Principal or Immediate Supervisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Immediate Supervisor

\_\_\_\_\_  
Date

### LEVEL III

A. \_\_\_\_\_  
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee Date

-----  
A. \_\_\_\_\_  
Signature of Aggrieved Person Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date of Decision

Base Salary = **\$24,025**

Step down = 2.70%

Step across = 3.00%

STEP	BA	BA + 12	BA + 24	BA + 36/MA	MA +12
1	\$24,025	\$24,746	\$25,467	\$26,187	\$26,908
2	\$24,674	\$25,394	\$26,115	\$26,836	\$27,557
3	\$25,322	\$26,043	\$26,764	\$27,485	\$28,205
4	\$25,971	\$26,692	\$27,413	\$28,133	\$28,854
5	\$26,620	\$27,340	\$28,061	\$28,782	\$29,503
6	\$27,268	\$27,989	\$28,710	\$29,431	\$30,151
7	\$27,917	\$28,638	\$29,359	\$30,079	\$30,800
8	\$28,566	\$29,286	\$30,007	\$30,728	\$31,449
9	\$29,214	\$29,935	\$30,656	\$31,377	\$32,097
10	\$29,863	\$30,584	\$31,305	\$32,025	\$32,746
11	\$30,512	\$31,233	\$31,953	\$32,674	\$33,395
12	\$31,160	\$31,881	\$32,602	\$33,323	\$34,043
13	\$31,809	\$32,530	\$33,251	\$33,971	\$34,692
14	\$32,458	\$33,179	\$33,899	\$34,620	\$35,341
15	\$33,106	\$33,827	\$34,548	\$35,269	\$35,989
16	\$33,755	\$34,476	\$35,197	\$35,917	\$36,638
17	\$34,404	\$35,125	\$35,845	\$36,566	\$37,287
18CI	\$36,345	\$35,773	\$36,494	\$37,215	\$37,935
19CI		\$37,758	\$37,143	\$37,863	\$38,584
20CI			\$39,171	\$38,512	\$39,233
21CI				\$40,583	\$39,882
22CI					\$41,996

# Essex Community School District Supplemental Pay Schedule 2006-2007

<b>Coach/Sponsor</b>	<b>1-4 Years =%</b>	<b>5+Years=%</b>
Head H.S. Football	9.0%	10.0%
Ass. H.S. Football	5.0%	6.0%
Head H.S. Volleyball	9.0%	10.0%
Ass. H.S. Volleyball	5.0%	6.0%
Head H.S. Boys Basketball	9.0%	10.0%
Ass. H.S. Boys Basketball	5.0%	6.0%
Head H.S. Girls Basketball	9.0%	10.0%
Ass. H.S. Girls Basketball	5.0%	6.0%
Head H.S. Boys Track	9.0%	10.0%
Head H.S. Girls Track	9.0%	10.0%
Head H.S. Baseball	9.0%	10.0%
Ass. H.S. Baseball	5.0%	6.0%
Head H.S. Softball	9.0%	10.0%
Ass. H.S. Softball	5.0%	6.0%
Jr. High Football	4.0%	5.0%
Jr. High Volleyball	4.0%	5.0%
Jr. High Boys Basketball	5.0%	6.0%
Jr. High Girls Basketball	5.0%	6.0%
Jr. High Boys Track	4.0%	5.0%
Jr. High Girls Track	4.0%	5.0%
Interscholastic Speech	5.0%	6.0%
School Play (1 play)	5.0%	6.0%
Yearbook Sponsor	5.0%	6.0%
Vocal Music	3.0%	3.5%
Marching Band	7.5%	8.5%
Summer Band	2.5%	3.0%
H.S. Cheerleading	5.0%	6.0%
Jr. High Cheerleading	1.5%	2.0%
Student Council	1.5%	2.0%
National Honor Society	1.5%	2.0%
Junior Class Sponsor	6.0%	7.0%
Senior Class Sponsor	3.0%	3.5%
Flag Corp Sponsor	1.5%	2.0%